

NON-DISCLOSURE AGREEMENT (NDA)

I. THE PARTIES. This Non-Disclosure Agreement is made and entered into as of _____, by and between:

1st Party: WAO Solutions LLC ("1st Party"), with a mailing address of 7444 Narcoossee Rd #414 oRLANDO fl 32822 , and

2nd Party: _____ ("2nd Party"), with a mailing address of _____

The 1st Party and 2nd Party are each referred to herein as a "Party" and, collectively, as the "Parties."

This Agreement is made to prevent the unauthorized disclosure of confidential and proprietary information in relation to the potential sale of WAO Solutions' renovation business.

II. TYPE OF NDA. (Check one)

Unilateral. This Agreement shall be considered unilateral. Therefore, WAO Solutions LLC shall have sole ownership of the Confidential Information, with the 2nd Party being prohibited from disclosing confidential and proprietary information that is or has been released by WAO Solutions LLC.

Mutual. This Agreement shall be considered mutual. Therefore, both Parties shall be prohibited from disclosing confidential and proprietary information that is or has been shared between one another.

III. PURPOSE. The purpose of this Agreement is for:

Sale of a Business

Specifically, the Parties are engaged in discussions regarding the potential acquisition of WAO Solutions LLC or its renovation business operations.

IV. CONFIDENTIAL INFORMATION.

For the purposes of this Agreement, "Confidential Information" includes, but is not limited to: financial statements, client lists, pricing structures, contracts, business processes, renovation techniques, project pipelines, operational procedures, vendor and subcontractor agreements, marketing strategies, software, manuals, employee or subcontractor information, and any other proprietary business data or trade secrets disclosed in the course of the due diligence or negotiations for the potential acquisition.

Confidential Information does not include information that:

- (a) is publicly known at the time of disclosure;
- (b) becomes publicly known through no fault of the receiving Party;
- (c) was lawfully obtained by the receiving Party before disclosure;
- (d) is independently developed without use of or reference to the disclosing Party's Confidential Information.

V. OBLIGATIONS.

Each Party agrees to hold and maintain the Confidential Information in strict confidence, and to not disclose it to any third party without prior written consent, except to employees, advisors, attorneys, or accountants who have a legitimate need to know and are bound by confidentiality. Neither Party shall use the Confidential Information for their own benefit or for any purpose other than evaluating the potential sale of the business.

Upon request, all materials containing Confidential Information shall be returned or destroyed.

VI. TIME PERIOD.

The obligations under this Agreement shall remain in effect for a period of two (2) years from the date of disclosure or until the Confidential Information no longer qualifies as a trade secret, whichever occurs later.

VII. INTEGRATION.

This Agreement represents the entire understanding between the Parties and supersedes any prior communications or agreements. It may only be modified in writing signed by both Parties.

VIII. SEVERABILITY.

If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IX. ENFORCEMENT.

The Parties agree that any breach of this Agreement may result in irreparable harm and that the injured Party is entitled to seek all legal and equitable remedies, including but not limited to injunctive relief and damages.

X. GOVERNING LAW.

This Agreement shall be governed under the laws of the State of FLORIDA

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

WAO Solutions LLC (1st Party):

Signature: Welinston A. Ortega

Name: Welinston A. Ortega

Title: CEO

Date: 07/03/2025

[2nd Party's Name]:

Signature: _____

Name: _____

Title: _____

Date: _____